



CONDITIONS FOR USE

This document sets out the conditions that apply to users and customers of users that wish to create a Social Media Release and newsroom (as defined below) via their own account and that subsequently wish to make that account public via the www.presspage.co.uk, a website managed by Viddix B.V. (referred to below as “PressPage”).

By entering into an agreement with PressPage and/or by opening an account on the PressPage platform, users indicate that they accept these Conditions of Use. These Conditions of Use govern any and all use of the service as specified below. After an account has been opened, the Conditions for Use can be found on the PressPage website. If any user attempts to open an account or attempts to use the service in any way, such user shall be deemed to have accepted these Conditions of Use in their entirety. If the user does not accept these Conditions of Use, the user cannot open an account and cannot use the service.

ARTICLE 1 DEFINITIONS

In these Conditions of Use the terms listed below, written with an initial capital, have the following meaning:

- 1.1 *Account*: a personal section that is managed by the User and is created when the User registers for the Service;
- 1.2 *Customer*: the User’s Customer – either a natural person or a legal entity – that can review the information published in the Account and Social Media Releases via the User’s Account;
- 1.3 *Database*: the joint personal and other data of Users and Customers collected by PressPage;
- 1.4 *Service*: the service that PressPage provides to Users via the Website, by means of which Users (and/or Customers) can create, process, improve, aggregate, publish and/or

- distribute Social Media Releases to Customers and/or other third parties by means of the Platform;
- 1.5 *User*: a natural person or legal entity that has opened an Account for the Service and has entered into an Agreement with PressPage for that purpose;
 - 1.6 *Intellectual Property Rights*: all Intellectual Property Rights and related rights, such as copyrights, trademarks, patent rights, design rights, trade names, database rights and neighbouring rights, as well as rights regarding Know-How and sui generis intellectual property rights;
 - 1.7 *Know-How*: all information and knowledge regarding the Service, in particular regarding the ability to create and publish a Social Media Release by means of the Platform;
 - 1.8 *Agreement*: the agreement (of which these Conditions of Use form part) between PressPage and the User for access to and use of the Service via an Account. The agreement will be concluded upon the lawful signing of an order form between the User and PressPage;
 - 1.9 *Notification*: the notification of the presence of information on the Website that infringes Intellectual Property Rights and/or other third-party rights;
 - 1.10 *Username*: the name or alias stated by the User during the registration procedure;
 - 1.11 *Social Media Release*: all the material that a User creates, processes, improves, aggregates, publishes and/or distributes via the Service, including but not limited to video, photographic, visual and/or audio material, as well as texts;
 - 1.12 *Platform*: the platform created by PressPage to allow the creation, processing, improvement, aggregation, publication and/or distribution of one or more Social Media Releases;
 - 1.13 *Password*: the password stated by the User; and
 - 1.14 *Website*: the www.presspage.co.uk website, including all its subdomains.

ARTICLE 2 APPLICABILITY

- 2.1 These Conditions of Use form part of all Agreements and govern any use made of the Service by the User.
- 2.2 These Conditions of Use also govern the use of the Service by the Customer via the User's Account. The User accepts that the User is at all times responsible and liable for the use of the Service by the Customer via the User's Account. The User indemnifies PressPage against any and all loss and costs arising directly or indirectly from and/or related to the use of the Service by the Customer via the User's Account.
- 2.3 PressPage may at any time amend or supplement these Conditions of Use. In that case the amended Conditions of Use will be sent to the User by e-mail. If the User continues the use of the Service after receiving the amended or supplemented Conditions of Use, the User thereby irrevocably accepts those conditions. If the User does not accept the amended or supplemented Conditions of Use, he or she must stop using the Service and close the Account. The current Conditions of Use can at all times be found on the Website.

ARTICLE 3 REGISTRATION FOR THE SERVICE

- 3.1 In order to use the Service, the User must open an Account in the manner described on the Website. During registration the User must furthermore state a Username and Password that give access to the Account.
- 3.2 The User will be responsible for keeping the Username and Password combination a secret. The User will therefore be liable for any use made of the Service via the Username and the Password. PressPage is entitled assume that the User is indeed the party that registers using his Username and Password. As soon as the User knows or has reason to assume that a Username and/or password has/have fallen into the hands of unauthorised parties, the User must immediately inform PressPage accordingly, without prejudice to its own obligation immediately to take effective measures, such as changing the Password.
- 3.3 PressPage reserves the right to change the login procedure, the Password and/or the Username if it considers it necessary in any circumstances, for instance if that is in the interest of the functioning of the Service. In that case the User will be informed accordingly by e-mail, at the e-mail address provided when the User registered.

ARTICLE 4 THE SERVICE

- 4.1 The User accepts that the Service provides only the functionality and other properties that he finds in the Service at the time of use. The Service is therefore provided “as is”. PressPage therefore expressly excludes any express and tacit guarantees, undertakings and indemnities of any nature whatsoever, including but not limited to guarantees, undertakings and indemnities regarding the quality, safety, availability, lawfulness, integrity and correctness of the Service.
- 4.2 PressPage does not guarantee that the Service can be accessed at all times and will be free from any interruptions or breakdowns. Breakdowns in this Service may occur, for instance, as a result of breakdowns in the Internet or telephone connection or as a result of viruses or errors/defects. PressPage will not in any manner be liable for damages or otherwise towards the User in respect of any loss resulting from or caused by the temporary or permanent unavailability or breakdown of the Service.
- 4.3 PressPage has the right, without any prior notification and without thereby becoming liable for damages towards the User, to close down the Website and/or Service, whether or not temporarily, and/or to limit its use if that is necessary in its opinion, for instance in the context of reasonably required maintenance to the Website and/or Service.
- 4.4 PressPage has the right, without any prior notification, to make procedural and technical modifications and/or improvements to the Website and/or Service.

ARTICLE 5 SOCIAL MEDIA RELEASE

- 5.1 The User is aware and accepts that PressPage has no knowledge of the Social Media Release created and made available by the User via the Service. PressPage does not inspect and/or edit the Social Media Release and is not required to do so. The User himself is fully responsible and liable for all acts that he performs using the Service, in particular the creation, processing, provision and distribution of the Social Media Release and its content.
- 5.2 The User guarantees that it is entitled to make the Social Media Release available and to distribute the same via the Website. The User guarantees that he owns the Intellectual Property Rights in respect of the Social Media Release published or has obtained the required permission and/or licences to make the Social Media Release available via the Website. The User furthermore guarantees that he has obtained permission from any persons whose portraits and/or names are used in the Social Media Release, all of this insofar as the User is required to do so by law.
- 5.3 The User hereby undertakes not to make any Social Media Release available via the Website:
- a. that infringes the rights of PressPage or third parties, including but not limited to Intellectual Property Rights or rights regarding the protection of privacy;
 - b. that is discriminatory and/or offensive regarding appearance, race, religion, sex, culture or origin;
 - c. that incites violence against and/or harassment of another person or other persons.
 - d. that gives rise to or is the result of exploitation or abuse of other persons;
 - e. that is pornographic or contains a link to pornographic material or pornographic websites;
 - f. in which personal data of minors are requested;
 - g. in which personal data of other persons are made available;
 - h. that promotes or facilitates the performance of illegal activities;
 - i. in which chain letters, junk mail or spamming are involved;
 - j. whereby passwords or other information that can be traced to persons is requested for commercial or illegal purposes, or commercial purposes are otherwise intended;
 - k. that contains viruses, Trojan horses, worms, bots or other software that may damage render unusable or inaccessible, delete or appropriate automated work

or data, or that are intended to circumvent security measures of the Website and/or of PressPage's computer systems;

- l. that conflicts with any applicable legislation or regulations; or
 - m. that conflicts with other provisions of these Conditions of Use.
- 5.4 Subject to the conditions recorded in these Conditions of Use, the User and/or its licensors will remain the owners of the copyrights and other Intellectual Property Rights in respect of the Social Media Release (with the exception of the actual Platform). The User acknowledges and agrees that, by making the Social Media Release available to PressPage, he automatically grants a free of charge, unencumbered, worldwide, non-exclusive licence to use, multiply, distribute and publish the Social Media Release, insofar as necessary in order to provide the Service.
- 5.5 The licence referred to in Article 5.4 will end the moment the User and/or PressPage removes the Social Media Release in question from the Website or the moment the User and/or PressPage removes the Account. The User acknowledges and realises that after removal of the Social Media Release and/or the Account, Customers may continue to use the Social Media Release and/or may be able to place it on other Websites. PressPage is not responsible and/or liable for any use of Social Media Release by Customers after their removal from the Website by the User or PressPage.
- 5.6 The User indemnifies PressPage against any loss and costs arising from and/or related to third-party claims based on the argument that the Social Media Release created and made available by the User using the Service in any manner infringes any third-party rights (including though not limited to any Intellectual Property Rights) and/or is otherwise wrongful.
- 5.7 PressPage reserves the right, if it believes that there is reason to do so, without any further notification and without becoming liable for damages, to remove Social Media Releases or to close an Account, in particular but not only in cases in which the User in PressPage's opinion violates this Article 5 or one of the other provisions of these Conditions of Use, without prejudice to its right to take further legal measures and/or its entitlement to damages.

ARTICLE 6 PRICES AND PAYMENT

- 6.1 The User may purchase the Service only against payment. The prices for the use of the Service are stated in the Agreement. Unless otherwise expressly provided, all the prices stated are exclusive of VAT, other charges imposed by the authorities and administrative charges.
- 6.2 In the event of a periodical payment obligation, PressPage is entitled to change the applicable prices and rates in writing while observing a notice period of at least three months. If the User does not wish to accept such a change, the User will have the right to terminate the Service and his Account within thirty days after the notification and as from the date as from which the change would have entered into force.
- 6.3 The parties will record in the Agreement the date or dates on which PressPage will charge the User the fee for the Services. The User will pay the invoices in accordance with the payment conditions recorded in the invoice. Absent a specific arrangement, the User will make payment within thirty days of the invoice date. The User will not be entitled to set off or suspend any payment.
- 6.4 If the User fails to pay the amounts due in a timely manner, the User will owe the statutory interest on the outstanding amounts, without any demand or notice of default being required, without prejudice to PressPage's rights as referred to in Article 11.4 of these Conditions of Use and/or arising from the law.
- 6.5 If the User fails to pay the claim after a demand or notice of default, PressPage may transfer the claim, in which case the User will also be required, in addition to the total amount due, to pay all judicial and extrajudicial costs, including costs charged by external experts, in addition to the costs determined in court. The User will furthermore owe the costs of any failed mediation incurred by PressPage if the User is ordered by court judgment to pay all or part of the outstanding amount.

ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Intellectual Property Rights regarding the Website, the Service, the Database, the Platform and Know-How, including, without limitation, the Intellectual Property Rights on the texts, pictures, design, photographs, software, audiovisual material and other material (excluding the Social Media Release) are vested in PressPage or its licensors.
- 7.2 Subject to the conditions recorded in these Conditions of Use, PressPage grants the User a limited, personal, irrevocable, non-exclusive, non-licensable/sublicensable, non-transferable right to use the Service.
- 7.3 It is expressly not permitted to copy or publish the Website, Service, Database, Platform or Know-How or to use them for direct or indirect commercial purposes or for any purpose other than those recorded in these Conditions of Use, unless PressPage or the rightful owner in question has expressly given its written consent.
- 7.4 Is not permitted to remove, render illegible, conceal or change any notifications or statements regarding Intellectual Property Rights.
- 7.5 No part of these Conditions of Use is intended to transfer any Intellectual Property Rights to the User. The use that the User may make of the Service is limited to that described in these Conditions of Use. The User may not perform any acts that may infringe the Intellectual Property Rights of PressPage and/or third parties, such as the registration of domain names, trademarks or Google Adwords that are similar or identical to any sign of PressPage. The User acknowledges and accepts that any and all unauthorised use constitutes violation of these Conditions of Use and the applicable legislation.

ARTICLE 8 PRIVACY

- 8.1 In the context of use of the Service the User will provide PressPage with personal data. PressPage will process and use such personal data only insofar as that is necessary in the context of the Service and will not make the personal data available in any manner to third parties, unless it is required to do so by law. The User indemnifies PressPage against any and all loss and costs arising from and/or related to third-party claims, on any ground whatsoever, regarding the processing of personal data, unless PressPage is exclusively to blame for a claim.
- 8.2 The User realises and acknowledges that the Username that he stated during the registration procedure is stated in the Social Media Release published and that any personal data contained in the Username will be made public.

ARTICLE 9 DATABASE

- 9.1 PressPage is the producer of the Database and therefore has the exclusive right to grant permission for (i) the retrieval or reuse of all or a qualitatively or quantitatively substantial part of the content of the Database; and (ii) to repeatedly and systematically retrieve or reuse qualitatively or quantitatively non-substantial parts of the content of the Database, insofar as that conflicts with the normal operation of the Database or damages PressPage's rightful interests in an unjustifiable manner. The User may retrieve or reuse data from the Database only if and insofar as that is permitted under these Conditions of Use.

ARTICLE 10 LIABILITY

- 10.1 PressPage accepts no liability whatsoever for any loss resulting from any failure in the provision of the Service, including but not limited to loss arising from or related to the use of the Website, the Social Media Release and/or the Platform, the impossibility to use them, a wrongful act or otherwise, unless that exclusion of liability is not permitted on the grounds of rules of mandatory law.
- 10.2 PressPage accepts no liability whatsoever for the content of the Social Media Release and therefore also not for any loss among Users or third parties that is due to errors in the content of the Social Media Release.
- 10.3 The User indemnifies PressPage against any and all third-party claims, on any ground whatsoever, for reimbursement of loss, costs or interests related to or arising from his use of the Service and/or any violation of these Conditions of Use and/or any other third party rights.
- 10.4 The User indemnifies PressPage against any and all costs that it must incur in order to comply with a request, order and/or judgment pertaining to the imposition of a ban or order in connection with the Social Media Release.
- 10.5 However, this limitation of liability is not intended to exclude liability of PressPage for intent and/or gross recklessness of PressPage itself and/or its executives or for death or personal injury of any person caused by its negligence.
- 10.6 The only action that the User can take if he believes that he has incurred a loss is to cease the use of the Service and to close his Account.

ARTICLE 11 DURATION AND TERMINATION

- 11.1 The Agreement regarding the use of the Service is concluded for a period of one year, unless the parties have otherwise agreed in writing in the Agreement. After the initial term, the Agreement will each time automatically be extended by a period of one year, unless one of the parties terminates the Agreement in writing while observing a notice period of at least three months before the end of the initial or extended term. Notices of termination will relate to both the Account (office licence) and the underlying customer accounts.
- 11.2 The User may prematurely terminate the use of the Service immediately and in writing only insofar as that is expressly regulated in these Conditions of Use.
- 11.3 If it believes that there are reasons to do so, PressPage may at any time cease and/or suspend the provision of the Service to the User, without becoming liable towards the User.
- 11.4 In addition to the other resources available to PressPage, PressPage is furthermore entitled at all times, without stating any reasons and without any prior explanation, to temporarily or permanently limit, suspend or terminate the User's activities in connection with the Service, to temporarily or permanently terminate the Account and/or remove the Account, to issue a warning, to terminate the Service or to refuse to provide the Service to the User, in particular but not only if the User violates these Conditions of Use. PressPage will not in any manner be liable, or liable for damages, towards the User on that ground.
- 11.5 Upon termination of the Agreement for any reason whatsoever, the User's right to use the Service will end immediately and his access to the Service will be terminated immediately. Upon termination PressPage will immediately remove the Account, including the Social Media Release(s) related to the Account. After termination PressPage will not be required to provide any information, material and/or Social Media Release(s) to the User and/or to convert the same. Upon termination of the Agreement for any reason whatsoever, PressPage will not be liable, or liable for damages, towards the User in any manner whatsoever and will not otherwise be required to give the User any financial compensation, in any event including prices and/or fees already paid for the Service.

ARTICLE 12 NOTIFICATION

- 12.1 In order to put an end to violation of third-party rights as soon as possible, PressPage has developed a procedure by means of which the presence on the Website and/or the Social Media Release of allegedly wrongful material can be notified to PressPage: the Notification of Alleged Wrongful Material www.presspage.co.uk/notify.
- 12.2 PressPage is not liable for any loss related to the wrongful use of the Website or the Service. PressPage will merely be required, subject to the conditions stated below, to remove obviously wrongful material after receipt of a Notification.
- 12.3 PressPage will be liable only if it fails to block the material in question or to put an end to the wrongful act, unless it has actual knowledge by means of the Notification of the fact that the material or the activity is obviously wrongful.
- 12.4 PressPage reserves the right not to comply with a request to block material or to put an end to an activity if it has valid reason to doubt the correctness of the Notification or the lawfulness of the evidence provided, or if it is not required to do so on the basis of a weighing of interests. In that context, for instance, PressPage may require a judgment of a competent court in the Netherlands, which judgment proves that the material in question is unmistakably wrongful.
- 12.5 PressPage will not in any manner be a party to a dispute between a User and a third party that files a Notification.
- 12.6 If the User files a Notification, the User indemnifies PressPage and all its affiliated businesses, as well as its Board of Directors, Directors, employees, representatives and legal successors, against any third-party claims related to the blocking or removal of material. The indemnification also relates to all loss and costs incurred or yet to be incurred by PressPage or that PressPage may incur in connection with such a claim, including but not limited to reimbursement of the costs of legal assistance.
- 12.7 PressPage will respect and protect the privacy of third parties that make Notifications. All personal information made available to PressPage in the context of a Notification will always be handled confidentially and will be used only in order to process the Notification.

ARTICLE 13 MISCELLANEOUS PROVISIONS, GOVERNING LAW AND COMPETENT COURT

- 13.1 These Conditions for Use and the use of the Service are governed by English law.
- 13.2 Any and all disputes between the User and PressPage will be exclusively submitted to the jurisdiction of the English Courts.
- 13.3 If these Conditions of Use are or become partially invalid, the User and PressPage will remain bound by the other provisions. PressPage will replace the invalid part with provisions that are valid and whose legal consequences, in light of the content and scope of these Conditions of Use, are as similar as possible to those of the invalid part.
- 13.4 PressPage may transfer rights and obligations arising from these Conditions of Use to third parties and must inform the User accordingly. If the User does not consider that transfer of obligations to a third party acceptable, the User may terminate the use of the Service and close the Account.
- 13.5 For any questions regarding the Service, the Website and/or the Platform, or these Conditions of Use, the User may contact PressPage during office hours using the following contact details:

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